



SCA Collections, Inc.
Professional debt recovery since 1980

ACCOUNTS COLLECTION AGREEMENT

This agreement entered into by and between SCA Collections – Greenville, NC, Inc., a North Carolina Corporation (hereinafter “SCA”), and County of Currituck a North Carolina medical provider (hereinafter “Client”), entered into this 16th, day of September, 2024.

WITNESSETH:

Whereas, SCA is engaged in the business of collecting past due accounts receivable; and

Whereas, Client is in the business of rendering medical services to the general public; and

Whereas, as a result of Client rendering medical services, certain accounts receivable have arisen which have become past due, and

Whereas, Client is desirous of having SCA engage in collection endeavors on Client’s behalf.

Now, therefore, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- (1) Assignment of Accounts: Client shall assign certain accounts arising out of the granting of credit by it, and SCA shall accept and assume responsibility for the collection of such accounts as more particularly described herein.
- (2) Description of Assigned Accounts: Certain accounts which are now past due by a minimum of thirty (30) days from the date the debtor was first billed, and



SCA Collections, Inc.

Professional debt recovery since 1980

ACCOUNTS COLLECTION AGREEMENT

certain accounts which shall become past due by a minimum of thirty (30) days in the future may be assigned monthly to SCA.

- (3) **Commissions:** For its services rendered in the collection of all accounts assigned hereunder, SCA shall be entitled to charge and receive a commission of twenty-three percent (23%) of all such accounts paid, whether payment is received by SCA or Client.
- (4) **Statements:** Within fifteen (15) days after the end of each month, SCA shall send to client a summary of the accounts collected during the preceding month. Client shall send to SCA, on a weekly basis, a statement of all payments received in their office on accounts that SCA is handling with collection activity.
- (5) **Payment:** Payment due from SCA to Client shall be remitted with the statement as provided in paragraph (4) herein above. Payment due from Client to SCA for collection services shall be remitted within (10) days of the statement date.
- (6) **Adjustments:** Client shall advise SCA promptly of all disputes with debtors and shall advise of any adjustments made to these accounts and the amount of any allowance, reduction, or elimination of any such account.
- (7) **Billing of Accounts:** All billing will be done by Client. Notice of Assignment for Collection shall be given to each debtor by SCA.



SCA Collections, Inc.

Professional debt recovery since 1980

ACCOUNTS COLLECTION AGREEMENT

- (8) Telephone Contract Documentation: Client agrees to secure and save documentation of the consumer's prior express consent to be contacted at the phone numbers which are provided by Client to SCA.
- (9) Recall of Accounts: Client may notify SCA at any time after the initial term of the agreement to discontinue collection activities on any or all accounts submitted for collection. However, this is to be done by written notification giving SCA a minimum of thirty (30) days notice. If any account pays after the thirty (30) day period, SCA is entitled to its commission only if the payment is due to SCA's previous efforts.
- (10) Legal Actions: SCA is not an attorney nor do they have an attorney to file legal actions against client accounts. Client agrees that they will not institute any legal proceedings on any account actively being handled by SCA. If Client wishes to institute legal proceedings on any account, the account should first be recalled as stated in section (8).
- (11) Credit Reporting: Client hereby gives SCA the authority to list collection accounts with the national credit reporting companies. These accounts will remain on the debtor's credit history for seven (7) years.



SCA Collections, Inc.

Professional debt recovery since 1980

ACCOUNTS COLLECTION AGREEMENT

(12) Encumbrances: By executing this agreement, Client represents and warrants that none of the accounts herein referred to have been or will be encumbered, sold, assigned, or subject to a security interest in any manner without the express written notification thereof.

(13) Term: This agreement will become effective upon the execution hereof and shall remain in effect for a period of a minimum of ninety (90) days and then will continue from time to time unless terminated by the mutual or unilateral decision of both or either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

SCA COLLECTIONS, INC. – GREENVILLE, NC

Signature: *Danny Pikes*

Date: 9/16/2024

County of Currituck

Signature: _____

Date: _____

HIPAA Omnibus Rule

BUSINESS ASSOCIATES AGREEMENT

under OMNIBUS RULE REVISED 9/2013

Term

The Term of this Agreement shall be effective as of September 16, 2024 and shall terminate upon the date that Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Healthcare Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **SCA Collections – Greenville, N. C., Inc.**

(b) Covered Entity. "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **County of Currituck**

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

SCA Collections – Greenville, N. C., Inc. agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of PHI protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45

CFR 164.410, and any security incident of which it becomes aware; The Business Associate, will report these immediately or not more than 5 business days after such a discovery.

The Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity as its own breach. Reporting is made to: HHS at this link:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html>

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available PHI (protected health information) in a designated record set to the "Covered Entity" as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

The Business Associate will respond to a request for access that the Business Associate receives directly from an individual for responsive business purpose, this will be either ***via email, (read-receipt option) and /or via registered mail, within 5 business days of a request.***

(f) The Business Associate will make any amendment(s) to PHI protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526; and:

The Business Associate will respond to a **request for amendment** when received directly from the individual either ***via email, (read-receipt option) and /or via registered mail, within 5 days*** of a request and the Business Associate will forward the individual's request to the Covered Entity **with any amendments** to the information in the designated record set will be incorporated.

(g) Maintain and make available the information required to provide an **accounting of disclosures** to the Covered Entity and also to the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

The Business Associate will respond to a request for accounting of disclosures when received directly from the individual either via ***email, (read-receipt option) and /or via registered mail, either, within 5 days*** of a request ***and*** the Business Associate will ***forward the individual's request to the Covered Entity*** with any **Accounting of Disclosures** to the information in the designated record set will be incorporated.

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) The Business Associate will make its internal practices, books, and records available to legal inspectors, The HHS and Covered Entity for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI protected health information pertaining only to situations that deem it necessary to perform the services set forth in the Business Associates & Covered Entities governing Service Agreement/ Contract.

In addition to other permissible purposes, the Business Associate is authorized to use PHI protected health information to **de-identify the information** in accordance with 45 CFR 164.514(a)-(c). The Business Associate may de-identify the information, permitted uses and disclosures by means legal and necessary to formulate this identity.

(b) Business Associate may use or disclose PHI protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI protected health information in timely and legal fashion consistent with Covered Entity's minimum necessary policies and procedures, which are defined as: the least effort and information disclosure necessary to complete this task.

(d) Business Associate may not use or disclose PHI protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:

(e) Business Associate may use PHI protected health information for the proper management and administration to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law and that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed. Notifications will be made to the Business Associate of any instances in which the confidentiality of the PHI information has been breached.

(f) Business Associate may provide data aggregation services relating to the healthcare operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity may notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI protected health information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI protected health information, to the extent that such changes may affect Business Associate's use or disclosure of PHI protected health information.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI protected health information.

Permissible Requests by Covered Entity

Covered Entity ***shall not request*** Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. The exception would be if the Business Associate will use or disclose PHI protected health information for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Termination

(a) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity).

(b) Obligations of Business Associate Upon Termination.

Business Associate shall retain no copies of the protected health information except to use or disclose PHI protected health information for its own management and administration or to carry out its legal responsibilities and the Business Associate needs to retain PHI protected health information for such purposes after termination of the agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or destroy the remaining PHI protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI electronic protected health information to prevent use or disclosure of the PHI protected health information, other than as provided for in this Section, for as long as Business Associate retains the PHI protected health information;
4. Not use or disclose the PHI protected health information retained by Business Associate other than for the purposes for which such PHI protected health information was retained and subject to the same conditions set in the Permitted Uses and Disclosures By Business Associate sections (e) and (f) of this document, applied prior to termination; and
5. Return to Covered Entity or destroy the PHI protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The Business Associate may be asked by the Covered Entity to transmit the PHI protected health information to another Business Associate of the Covered Entity at termination. The Business Associate would comply, confirm the transfer and then ensure the destruction of PHI protected health information created, received, or maintained by subcontractors.

(c) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous [Optional]

(a) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or law changes.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules by the Business Associates legal counsel.

BUSINESS ASSOCIATES ADDENDUM

THIS ADDENDUM (hereafter "Addendum") is entered into this 16th day of September 2024, by and between SCA Collections – Greenville, N. C., Inc. (hereafter "Business Associate") and County of Currituck hereafter "Healthcare Facility"), for themselves and their respective successors and assigns.

WHEREAS, the parties hereto desire to modify the aforementioned Agreement to set forth the terms and conditions under which information created or received by Business Associate on behalf of this Healthcare Facility (hereafter collectively referred to as protected health information or "PHI") may be used or disclosed under the Health Insurance Portability and Accountability Act "Omnibus Rule" of 2013 and regulations enacted thereunder (hereafter "HIPAA");

THEREFORE, both parties, for valuable consideration from each party to the other, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree that the Agreement shall continue in full force and effect with the following modifications and additions, to wit: (additions or modifications state below, must comply with HIPAA Omnibus Rules):

NONE

1. Except as amended by this Addendum, all terms, conditions, and covenants of the Agreement are valid, shall remain in full force and effect, and hereby are ratified and confirmed.
2. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
3. A copy of this Addendum shall be as effective as the original.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

County of Currituck

SCA Collections – Greenville, N. C., Inc.

Signature



Signature

Print name and title

Dan Nichols, President